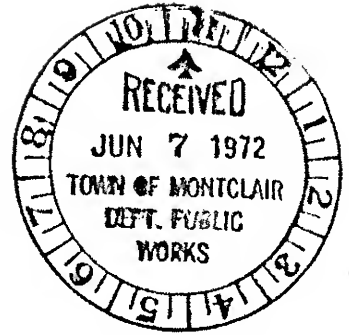


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COLLECTIVE BARGAINING AGREEMENT

Between

TOWN OF MONTCLAIR

and

2296  
LOCAL 1961, COUNCIL 1  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

THIS BOOK  
NOT CIRCULATE

THIS AGREEMENT entered into by the Town of Montclair (hereinafter referred to as "Town"), and Local 1964, Council 1, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

#### ARTICLE I, RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for all hourly paid employees in the Department of Public Works consisting of hourly refuse laborers, hourly refuse chauffeurs, hourly street and sewer workers, hourly shop workers, hourly traffic workers, junior water distribution mechanics, senior water distribution mechanics, station operators, custodian operators and maintenance mechanics.

#### ARTICLE II, SENIORITY

##### Section 1

A new employee shall be deemed probationary for a period of sixty (60) calendar days, and not less than forty-five (45) working days, from the date of his employment, and during such period he

shall be subject to termination for any reason.

The seniority of an employee who remains in the employment of the Town for more than the probationary period shall date from the date of his employment, and shall be by seniority group.

The following are the seniority groups:

- (a) Water
- (b) Refuse and Streets and Sewers
- (c) Hourly Shop

Within a seniority group the junior employee shall be the first to be laid off when a reduction in work force is necessary. A laid off employee shall be called back to work in accordance with his group seniority.

An employee may assert his seniority in lieu of lay-off to bump a junior employee in his seniority group, provided he is then qualified to perform the work of such junior employee.

## Section 2 - Promotions

Whenever a job vacancy occurs the person with the greatest group seniority then qualified to perform the job shall be promoted to fill such vacancy.

For the purpose of implementing this section, the Employer shall post for bid in the seniority group concerned and on a group basis, all permanent job vacancies which shall be deemed to include vacancies created by authorized leaves of absence for an extended

period of time. Each such posting shall be for a period of five (5) successive working days; and the Employer may fill the job by assignment on a temporary basis until permanently filled under this section. The bid sheet shall state the job title, rate of pay and brief description of duties. Failure to bid on any posted job shall constitute a waiver.

If the Town is unable to fill the job in accordance with the bidding and qualification provisions of this section, it shall post the job in other seniority groups for a period of three (3) successive working days and shall consider any qualified applicant from another seniority group before it fills the job by assignment or outside hire.

### Section 3

The Town shall furnish the Union a seniority list which shall be posted on the bulletin board for a period of thirty (30) days. Any complaint with respect to an employee's seniority date as listed, shall be made in writing to the Town and upon verification an appropriate correction shall be made. Any complaint which cannot be adjusted by negotiation shall be subject to the grievance procedure. Unless a written complaint is filed with the Town within thirty (30) days of the publication of the list, each employee's seniority shall be deemed correct as set forth on the list. Thereafter, from time to time, the Employer shall provide the Union with an up-to-date seniority list.

### ARTICLE III

#### Section 1

Subject to law, the Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Town by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the 15th of the current month after such deductions are made.

#### Section 2

The Town shall recognize and deal with those shop stewards and grievance committee members designated by the Union through its internal processes in each department.

### ARTICLE IV

#### Section 1

The Town agrees to furnish to the Union copies of job descriptions which shall set forth the duties and responsibilities of each job covered by this Agreement provided, however, the Union agrees that nothing contained in this Article or any provision of the Agreement shall restrict the right of the Town to assign employees to perform work as needed.

#### Section 2

An employee transferred for any period of time to a title

other than his regularly assigned title for the convenience of the Town shall receive the rate of his regular title or the rate of the title to which he is assigned, whichever is higher.

Employees going on vacation shall be paid their vacation pay before leaving on vacation.

#### ARTICLE V - HOURS OF WORK

##### Section 1

An employee required to work more than forty (40) hours in any one week shall be paid for all time worked in excess thereof at the rate of time and one-half their regular rate of pay. ✓

##### Section 2

Except with respect to snow and leaf removal, overtime opportunities shall be distributed by department as equitably as possible among the employees covered by the Agreement. Overtime records shall be maintained by the various departments and adjustments as to any inequities in the distribution posted every three (3) months. Existing practice with respect to the assignment of work relating to snow or leaf removal shall continue.

##### Section 3

Employees called into work prior to or after their regular shift to correct emergency conditions shall be paid a minimum of four (4) hours and compensated for all work performed other than on

their regular shift hours at the rate of time and one half their regular rate of pay.

#### Section 4

Employees shall work overtime when requested to do so unless excused. Failure of an employee to accept an overtime opportunity whether excused or not shall result in the employee being charged with the overtime hours on the overtime distribution records.

#### Section 5

An employee required to work on Sunday shall be paid for all hours worked at two times their regular rate of pay.

An employee required to work on a holiday shall receive time and one half for hours worked in addition to his holiday pay.

#### Section 6

If a paid holiday occurs during an employee's vacation he shall receive an additional day's vacation.

#### Section 7

There shall be no duplication in the payment of overtime or premium day pay.

#### Section 8

There shall be a rest period of fifteen (15) minutes in the morning and fifteen minutes in the afternoon, an aggregate of thirty (30) minutes.

## ARTICLE VI - JOB CONDITION

### Section 1

Union activities shall be conducted in such a manner so as not to disrupt operations.

The Union shall notify the Town of the names of current Union officials and stewards responsible for processing grievances. Grievance meetings shall be scheduled by mutual agreement.. An employee who is required to attend such meeting shall not have his pay suspended.

### Section 2

The Town shall continue its existing practice with respect to time allowed to wash and put tools away.

### Section 3

The Town shall continue its existing practice with respect to uniform allowance to employees which is that one-half the cost of uniforms excluding shoes but including raingear will be paid by the Town.

## ARTICLE VII - HOLIDAYS

The following holidays are recognized by the Town as paid holidays:

New Year's Day  
Washington's Birthday



Lincoln's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Christmas Day

Refuse employees shall not be required to work on New Year's Day. In order to receive holiday pay, an employee shall work the day before and the day after the holiday except that employees whose work week begins on a holiday shall work the day after the holiday and employees whose work week ends on a holiday shall work the day before the holiday. Absence for illness on any such day shall require a doctor's certificate.

#### ARTICLE VIII - WAGES

##### Section 1

Effective January 1, 1972, each employee shall receive a twenty-three cents per hour wage increase to his regular rate of pay.

Effective July 1, 1972, each employee shall receive an additional seven cents per hour wage increase to his regular rate of pay provided, however, that as the result of such increase no employee employed more than six months shall receive less than \$3.50 per hour.

Effective January 1, 1973, each employee shall receive a

4% increase to his regular rate of pay.

Effective January 1, 1973, each employee who shall have been an employee of the Town for a continuous period of five years, in addition to his regular rate of pay, shall receive service incremental pay from and after the anniversary date of his employment which shall be based upon the total number of years of his service as an employee of the Town as follows:

After five years but less than ten years	1% of his salary
After ten years but less than fifteen years	2% of his salary
After fifteen years but less than twenty years	3% of his salary
After twenty years but less than twenty-five years	4% of his salary
After twenty five or more years	5% of his salary

For the purpose of this section any interruption in the service of an employee by reason of his service in the armed forces of the United States of America shall not be deemed to be an interruption of such continuous service, except that the time during which such member shall be away on leave for such service shall not be counted in computing the total number of years of service as a regular member.

## Section 2

The Town shall provide and pay the cost of employee coverage

for Blue Cross and Blue Shield with Rider J and will continue its existing major medical insurance coverage for employee and dependents.

## ARTICLE IX - GRIEVANCE PROCEDURE

### Section 1

A grievance is defined as a bona fide dispute as to the interpretation or application (or violation) of any provision of this Agreement or policy or administrative decision of the Town.

#### Step 1

An employee with a complaint and/or his steward who has a complaint or grievance shall within five (5) days of the occurrence which gives rise to the grievance or complaint discuss the matter with his foreman. In this discussion the persons involved shall make an earnest effort to resolve the matter. The foreman shall make whatever additional investigation is necessary and shall within three (3) days of presentation of the complaint or grievance give his answer.

#### Step 2

If a grievance is not resolved at Step 1, it shall then be reduced to writing. The employee and/or his steward shall within five (5) days of receipt of the answer in Step 1, submit the written grievance to the superintendent or his designated representative who in turn shall submit to the Union and employee a written answer within ten (10) working days

of presentation of the complaint in Step 2.

### Step 3

If the complaint is not resolved in Step 2, it may be appealed in writing within ten (10) working days after receipt of the answer in Step 2, to the town attorney or his designated representative. Upon receipt of such appeal a meeting shall be scheduled within ten (10) days of receipt of the appeal unless extended by mutual agreement. The meeting to consider Step 3 grievances shall allow the employee and/or his Union representative to discuss the grievance. The decision of the town attorney or his designated representative shall be made not later than ten (10) working days after the Step 3 meeting.

### Section 2

An employee's grievance will be considered settled upon his written request or when the complainant ceases to be a regular employee of the Public Works Department of the Town of Montclair by resignation or when the time limits to appeal to the next step expire. If the Town of Montclair fails to answer before the prescribed time limits, the grievance will automatically go to the next step.

### Section 3

In the event a bona fide grievance which relates to an alleged dispute concerning the interpretation, application, or

violation or any express provision of this Agreement is not settled in the grievance procedure, the Union may, within five (5) days of receipt of the Step 3 answer, request in writing the Town submit the grievance to arbitration under the procedures of the American Arbitration Association. The Town will consider such request but arbitration of any dispute will depend upon a case by case consent of the parties.

#### ARTICLE X - PAID LEAVE

Sick leave, leave for family illness or death, and vacations shall be continued as provided in Town ordinances or resolutions which, to the extent they apply to the employees in this bargaining unit, are by reference incorporated herein.

Existing procedures as to scheduling of vacation time shall be continued.

#### ARTICLE XI - DISCIPLINE

##### Section 1

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (nature to be given in writing) and discharge.

##### Section 2

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed a grievance through the regular grievance procedure.

## ARTICLE XII - SAFETY AND HEALTH

The Town shall at all times maintain safe and healthful working conditions and will make available to employees any wearing apparel, tools or devices needed in order to insure their safety and health.

A safety committee shall be designated with rotating chairmanship between the Town representative and a Union representative yearly. The committee shall have two members from Town and the Union.

## ARTICLE XIII - SAVINGS CLAUSE

In the event any provision of this Agreement shall conflict with any applicable State or Municipal law, regulation, ordinance or resolution, the appropriate provision or provisions of this Agreement shall be deemed amended or modified to conform to such State or Municipal law, regulation, ordinance or resolution.

## ARTICLE XIV - TERMINATION

This Agreement shall be effective as of the first day of January, 1972, and shall remain in full force and effect until December 31, 1973, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to

modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands  
this 15<sup>th</sup> day of May, 1972.

TOWN OF MONTCLAIR, IN THE COUNTY  
OF ESSEX

ATTEST:

By *[Signature]*

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
Local 1961, Council 1

By *[Signature]*

*[Signature]*

*[Signature]*